



APPLICANT FOR PROSPECTIVE TENANT  
DATE \_\_\_\_\_

Each application must present TWO forms of Identification, one of which includes a photo.

APPLICANT'S NAME: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Social Security# \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Current Address: \_\_\_\_\_ How Long: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Present Landlord: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Previous Address: \_\_\_\_\_ How Long: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Landlord's Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Current Employer: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Supervisor: \_\_\_\_\_ How Long: \_\_\_\_\_

Previous Employer: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Supervisor: \_\_\_\_\_ How Long: \_\_\_\_\_

Applicant's Monthly Income: \_\_\_\_\_ Other: \_\_\_\_\_  
Name of Bank: \_\_\_\_\_  
Year & Make of Vehicle: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate# \_\_\_\_\_  
Registered To: \_\_\_\_\_  
Additional Vehicles: \_\_\_\_\_

CREDIT REFERENCE: \_\_\_\_\_ PHONE # \_\_\_\_\_

CREDIT REFERENCE: \_\_\_\_\_ PHONE # \_\_\_\_\_

IF CHILDREN, NAMES AND AGES: \_\_\_\_\_

CO-APPLICANTS'S NAME: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Social Security# \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Current Address: \_\_\_\_\_ How Long: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Present Landlord: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Previous Address: \_\_\_\_\_ How Long: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Landlord's Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Current Employer: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Supervisor: \_\_\_\_\_ How Long: \_\_\_\_\_

Previous Employer: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
Supervisor: \_\_\_\_\_ How Long: \_\_\_\_\_

Applicant's Monthly Income: \_\_\_\_\_ Other: \_\_\_\_\_  
Name of Bank: \_\_\_\_\_  
Year & Make of Vehicle: \_\_\_\_\_ Color: \_\_\_\_\_

License Plate# \_\_\_\_\_  
Registered To: \_\_\_\_\_  
Additional Vehicles: \_\_\_\_\_

CREDIT REFERENCE: \_\_\_\_\_ PHONE # \_\_\_\_\_

CREDIT REFERENCE: \_\_\_\_\_ PHONE # \_\_\_\_\_

IF CHILDREN, NAMES AND AGES: \_\_\_\_\_

Application for Prospective Tenant

By signing this application, I, the undersigned applicant(s), warrant and represent the information on this application for residency is true and correct and the Management/Owner is authorized to verify this information. However, I acknowledge and understand that Management/Owner undertakes no obligation to verify the accuracy of any information provided by me in this application.

Any person/firms may freely give any requested information concerning me and I hereby knowingly and voluntarily waive all right of action for any consequence resulting from such information. In addition, I hereby authorize Management/Owner to release any and all information in this application on my behalf and lawfully serve as basis for lease termination and/or eviction.

Management/Owner has my permission and is authorized to run a credit report or credit history.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's Printed Name: \_\_\_\_\_

Co-Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicant's Printed Name: \_\_\_\_\_

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***FOR OFFICE USE ONLY***

**NYE APARTMENTS**

**Please respond by FAX as quickly as possible**

**PHONE: 402-753-0801      FAX: 402-721-2333**

Date: \_\_\_\_\_ From: \_\_\_\_\_

To: \_\_\_\_\_

We would appreciate your assistance with providing RENTAL VERIFICATION on the following (In order to qualify them for a new apartment).

RE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Please verify names on leases: \_\_\_\_\_

Additional occupants: \_\_\_\_\_

Rent amount paid: \_\_\_\_\_ Paid on Time?      YES    NO

If NO, number of times late: \_\_\_\_\_ Number of NSF's \_\_\_\_\_

Complaints/Problems:      YES    NO      Damages?      YES    NO

Dates Rented: From \_\_\_\_\_ To: \_\_\_\_\_

Dates of leases: From \_\_\_\_\_ To: \_\_\_\_\_

Gave Notice?      YES    NO      Would you Re-rent to Above?      YES    NO

Any Legal Notices?      YES    NO      If YES Explain: \_\_\_\_\_

Was an Eviction ever cancelled?

Verified by: Name \_\_\_\_\_ Title: \_\_\_\_\_



Month to Month

**APARTMENT RENTAL AGREEMENT**

This agreement contains the terms under which L & R Partnership, LLC, Fremont, Nebraska, the landlord, and the person who sign below as tenant hereby agree upon the rental of the premises listed below:

1. PREMISES: \_\_\_\_\_ Apartment No. \_\_\_\_\_ with Garage No. \_\_\_\_\_ known as Nye Apartments & Condos in Fremont, NE.

2. TERM & RENTAL: The term of this agreement begins at 12:01 a.m. on the day of \_\_\_\_\_ 20 \_\_\_\_\_ and shall be for tenancy from month to month at a rental of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per month payable in advance pro-rata from the above date through the last day of each calendar month at the office or apartment of the manager or the owner of the building.

3. OTHER CHARGES: Landlord or tenant has received from the tenant a rent security and damage deposit of \$ \_\_\_\_\_. Deposits are to be returned to the tenant when this agreement terminates and upon re-delivery of all keys and premises to the landlord, less any damage to the premises, fixtures, or furnishings and any other amount due under this agreement. A specific charge of \$25.00 for each will be deducted from the deposit if stove or refrigerator is not cleaned when moving out. Your stay must be at least six months or you will not receive your deposit back. Tenant shall pay for all utilities. Tenant will also be billed by NES for their additional portion of utilities and service fees. In the event tenant defaults, the landlord may treat the default as a breach of those covenants under the lease default clause of this contract. Tenant shall make a utility deposit with the Department of Utilities and show receipt to Manager before moving in. Tenant shall keep the premises rented neat and clean at all times and shall transport all trash and garbage to a receptacle designated by the owner and the owner shall arrange for further disposition thereof.

4. CONDITIONS OF PREMISES: By executing this agreement, the tenant acknowledges that he/she has received the premises and the following appliances; Range and oven, dishwasher, refrigerator, central air conditioner, water heater, and furnace, and finds them to be in good and clean condition and repair, except as may be indicated elsewhere in this agreement. Tenant agrees to take good care of the premises and its contents and to return them to the landlord at the termination of this agreement in the same condition as when received except for ordinary wear and tear; such as reasonable and careful use would have caused.

5. USE OF PREMISES: It is understood that the rental of the premises is based upon the occupancy of \_\_\_\_\_ persons to include the individual whose signature appears on this Agreement and his/her immediate family. Any other persons residing in the premises shall be cause of immediate eviction of all parties. Tenant agrees that neither the tenant nor his/her guests or occupants will annoy other tenants by noise or any nuisance, nor use the premises for commercial enterprise or any unlawful purpose, and that no animal, bird, or pet may be kept on, or about the premises, except in Condos, when approved by management. No locks shall be changed and there shall be no alteration or redecoration of the premises without prior written authorization of the landlord or his agent. No trucks, trailers, boats or other mechanical equipment shall be kept or parked on any of the landlords premises except the personal vehicle of the tenants shall be kept or parked in the parking stalls. Tenant is allowed two parking spaces and if tenant has garage, one vehicle must be parked in garage. Garage doors are to be closed when not in use. No vehicles, trucks, or moving vans will be allowed on the sidewalks or grass. The tenant, hereby, grants to Management the undisputed right, with one day's notice, to remove any vehicle from the parking space, when is inoperable in the management's opinion, and remains inoperable for three (3) consecutive days. Tenant further agrees that any vehicle owned by Tenant remaining on the property after termination of this Lease may be immediately removed by the Management with full immunity from damages for such removal.

\_\_\_\_\_  
Initial

\_\_\_\_\_  
Initial

6. DAMAGES: The landlord will maintain the above appliances, provided that the tenant shall use them in accordance with printed or other instructions for their proper care and use, and shall provide reasonable household care and maintenance for them. Tenant shall pay for any damage to the premises, contents, and equipment, thereof, caused by the tenant, his/her guests, or occupants. Tenant also acknowledges that drains and pipes are clear and the commencement of this agreement, unless reported otherwise to the landlord within one week, therefrom, and the cost of clearing any partial or complete stoppage shall be paid by the tenant. Neither Management nor the owner of the apartment community shall be liable to Tenant for any loss or damage to the Tenant's effects, except where such is due to Management's negligence. It is agreed that it is the Tenant's responsibility to insure Tenant's property and safeguard against personal loss.

7. ABANDONMENT: Tenant will occupy the premises continuously except for the normal vacation periods and agrees that any absence, therefrom, for more than one week during any part of which, time rental is delinquent shall be conclusively presumed to be abandonment of the premises at the option of the landlord. If extended vacations are taken, please advise management. Tenant shall not assign or sublet this agreement or any part of the premises.

8. REPOSIBILTY OF OWNER: Landlord or his agent reserves all statutory rights of entry upon the premises for lawful purposes.

9. OTHER RULES & REGULATIONS: Tenant agrees to be bound by all existing rules and regulations and all additional responsibilities which may, from time to time, be adopted by Owner or Agent and same shall be considered to be conditions of this Agreement. Rental checks are to be made payable to L & R Partnership, LLC, and mailed or delivered to 2422 N. Nye Ave., #102. Fremont, Ne 68025. Rents are due on the first of each month and are deemed late if received later than midnight the 7th of each month. Rents received after the 7th will be charged \$5.00 per day late charge from the first of the month. Example: Rent received on the 10th would have a \$50.00 late charge. Tenant agrees to pay Owner a service charge of \$25.00 for each insufficient funds or returned check or otherwise. In the event that the monthly rental is paid by a check returned by the bank unpaid, than and in that event, Agent shall have the right to demand that the monthly rental payments for the following three (3) monthly periods be paid in cash, by certified check, or money order. Failure of Owner or Agent to enforce any terms of this lease shall not be determined to be a waiver nor shall any acceptance of a partial payment be determined a waiver of the right to collect the full amount of rent

10. RENEWAL OR TERMINATION: This agreement is automatically renewed from month to month but may be terminated at any time by either party on giving a full 30 day notice of intent to terminate from date rent is due, WHICH IS DUE THE FIRST OF EACH MONTH. If after such notice of 30 days is given and tenant fails to vacate on or before the termination date, the rental for any holdover period will be double the normal rental amount and tenant shall be liable for any other damages, which Owner may suffer through loss of perspective tenant. If 30 day notice is not given by Tenant, Owner shall have the right to show the premises to prospective tenants or buyers at any reasonable time after the Owner or Agent becomes aware that the premises will be available for lease. If tenant moves out without giving the required full months notice from the day rent is due (1st of each month), owner has the right retain at least the amount of the deposit in part payment of damages for such violation.

11. OTHER: See attached Rules & Regulations; Other terms:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF the parties have signed this agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

OWNER: L & R Partnership, LLC

TENANT:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Partner or Rental Manager

## NYE APARTMENTS AND CONDOS ADDENDM TO LEASE

Due to the enactment of new requirements for landlords and tenants by the City of Fremont all leases with L & R Partnership, LLC, d/b/a Nye Apartments and Condos, shall, from and after April 10, 2014, contain and be supplemented with the following additional provisions.

1. Unless repealed, stayed, or declared unenforceable by any Court each occupant age 18 or over shall only have possession of the premises after first obtaining a Residential Occupancy License from the City of Fremont Police Department, pursuant to Ordinance 5165, a/k/a Section 6-428, Fremont, Nebraska, Municipal Code Under §6-428(1)(E), an "Occupant" does not include a "temporary guest although said term is not further defined in the Ordinance.
2. This requirement shall not apply to individuals who were already occupying rental units on or before April 9, 2014; but, even as to an existing lease, this requirement shall apply to **any** individuals who later move into one of Landlord's rental units on or after April 10, 2014.
3. All new occupants of any of Landlord's rental units from and after April 10, 2014, must provide the information requested in TABLE A below prior to taking up occupancy. All tenants and other occupants under new leases entered into from and after April 10, 2014, must provide the information requested in TABLE A below as to all occupants, including dependents, prior to taking up occupancy and residency in any of Landlord's rental units.
4. The Residential Occupancy License costs \$5.00 per Occupant 18 years of age or older. A required City of Fremont Application For Occupancy License must be filled out, signed, and taken to the Fremont Police Department, 725 N Park, northwest corner of Military Ave. and Park Street, to obtain the Residential Occupancy License. The license must then be presented to Landlord per each Occupant 18 or older for Landlord's permanent records.
5. Any occupant age 18 or older occupying the rental unit on or after April 10, 2014, without first obtaining the required Residential Occupancy License, shall constitute material non-compliance with the rental agreement subject to termination of lease under §76-1431 Neb. statutes. Any fines and costs incurred by Landlord as a result of Tenant or his Occupant violating the required Residential Occupancy License requirement shall be added as an additional rental charge, and said amount shall be due and owed by Tenant to Landlord as additional rent. In event eviction proceedings are initiated costs and attorney fees are taxed to Tenant under §76-1437 Neb. Statutes.
6. Special Provision for Corporate Lessees. Corporations, LLC's, and other entities leasing properties from Landlord are hereby advised that all "occupants" permitted to live at the dwelling unit by said corporation, LLC or other entity are required to comply with the Residential Occupancy License requirement of the City of Fremont, Nebraska. Accordingly, any such corporation, LLC or other entity lessee must provide the information requested in TABLE A below as to each new occupant allowed to reside at any of Landlord's rental units on or after April 10, 2014. Each such new occupant age 18 or older must obtain a Residential Occupancy License and present same to Landlord prior to moving in.

TABLE A

| Occupant Name | Date of Birth | Current Age | Address and Unit Number of Rental   |
|---------------|---------------|-------------|---|
| _____         | _____         | _____       | Address of Rental Property:<br>_____<br>Fremont, NE 68025<br><br>Unit or Apartment No.: _____ |
| _____         | _____         | _____       |   |
| _____         | _____         | _____       |   |
| _____         | _____         | _____       |   |
| _____         | _____         | _____       |   |
| _____         | _____         | _____       |   |

- *Table A must be updated whenever a new occupant is added to the rental unit or a current occupant turns 18.*

IN WITNESS WHEREOF the parties have signed this Addendum on \_\_\_\_\_, 20\_\_\_\_.

OWNER:

L & R PARTNERSHIP, LLC

By: \_\_\_\_\_

TENANT:

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_





RULES AND REGULATIONS MADE PART OF RENTAL AGREEMENT

**Applicant must pay a non-refundable application fee of \$25.00.**

**Applications WILL be denied for the following reasons:**

1. Income is less than 3 times the monthly rent;
2. History of manufacture, distribution or sale of controlled substances by applicant(s)
3. Requesting pet.
4. Requesting more occupants than 5 for two-bedroom apartment.

**Applications MAY be denied for the following reasons:**

1. FICO credit score 620 or less;
2. Credit report contains open collection accounts (except medical);
3. Credit report contains an open bankruptcy or bankruptcy within last 7 years;
4. Conviction within last six years of a felony or misdemeanor involving sex, violence, illicit drug possession, or theft;
5. Prior eviction;
6. Unverifiable, misleading or false information on application;
7. Incomplete or unsigned rental application;

Abusive or threatening language or behavior during the rental process.

The following rules and regulations are incorporated in and made part of rental agreement entered into between the above-named tenant(s) and the undersigned Owner/Agent for the Owner on the date set forth at the conclusion of these rules. Tenant is requested to acknowledge reading and understanding of each rule by initialing the same, but the rules are in effect as part of the lease in any event.

1. \_\_\_ Tenant shall pay before delinquent all utility charges applicable to the rental property except those which may, in the case of an apartment complex, be paid by the owner.
2. \_\_\_ Should the Owner/Agent cause an eviction notice to be served on a tenant, tenant shall pay filing and service fees and costs, in addition to the delinquent rent, in order to obtain dismissal of the eviction proceedings. If tenant fails to give a full month's notice of termination, tenant owes the following month's rent, unless the property is rented to another before the following month begins.
3. \_\_\_ The final month's rent must be paid when due and security deposit balance due tenant will be rebated with 14 days of vacating premises. If an additional amount is due from tenant to owner, tenant shall pay that difference within the same 14-day period.
4. \_\_\_ All notices to the Owner/Agent shall be in writing and submitted to the Owner/Agent for acknowledgement.
5. \_\_\_ Tenant SHALL NOT have a pet(s) in or on the premises at any time.

6. \_\_\_ Tenant SHALL NOT allow a trampoline to be located or used on the property at any time as a condition of this lease. \_\_\_\_\_

7. \_\_\_ Tenant may not change, modify, or add locks to the property without first obtaining written permission from Owner, and further must supply keys to any new or modified locks to Owner. Owner reserves the right to employ a locksmith at tenant's expense to make duplicate keys should this condition not be met.

8. \_\_\_ Property is to be vacated in a neat and orderly fashion with all appliances and fixtures cleaned, carpeting vacuumed and garage completely cleared of debris. Owner's expense from failure in this respect will be charged to the rent deposit to the extent the deposit is available; tenant to be liable for the remainder. Any property left in or about the premises upon abandonment of the premises or termination of the lease may be removed and either discarded, sold at public auction, or stored at the expense of the tenant. Failure to return all keys by end of business day on the last day of the month will continue possession of property until all keys are returned to Owner/Agent.

9. \_\_\_ Tenant is encouraged to obtain RENTERS INSURANCE as a means for protection of personal possession.

10. \_\_\_ Satellite Dish not allowed.

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner/Property Manager

\_\_\_\_\_  
Date